

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

ComicLink, Inc.,

Plaintiff,

v.

Robert Zipperer,

Defendant.

Civil Action  
Docket No.

**COMPLAINT**

NOW COMES Plaintiff, ComicLink, Inc. (“ComicLink”), by and through its counsel, and for its Complaint against Defendant Robert Zipperer (“Zipperer”) states as follows:

**PARTIES**

1. Zipperer is an individual residing at all times relevant in Daytona Beach, Florida and is a citizen of Florida.
2. ComicLink is a Maine Corporation with a principal place of business in Portland, Maine.

**JURISDICTION**

3. Jurisdiction of this court is invoked pursuant to 28 U.S.C. § 1332 as the parties are citizens of different states and the amount in controversy exceeds \$75,000.00.

**VENUE**

4. Venue is properly laid in this Court pursuant to 28 U.S.C. § 1391(b)(2).

5. In addition, the parties contracted to resolve disputes in the courts in Maine, including the Federal Court in the District of Maine.

**CLAIM**

6. ComicLink operates an online auction system for which buyers can buy at a specified asking price or place a bid (“Auction”) to purchase vintage comic books, comic art, and comic book lots (“Products”).

7. Buyers may register for an Auction and bid on Product, with the high bidder being obligated to purchase the Products subject to the terms and conditions (“Terms”) posted on ComicLink’s website, <https://www.comiclink.com> (the “Website”), and that must be accepted before a buyer may register to bid.

8. Zipperer registered for a number of Auctions in which he was the high bidder and purchased certain Products (the “Purchased Products”).

9. Zipperer agreed to pay \$198,218.05 (“Purchase Price”) for the Purchased Products.

10. In accordance with the Terms, ComicLink has either delivered the Purchased Products to Zipperer, or has reserved the Purchased Products for Zipperer.

11. ComicLink has paid third parties for the Purchased Products, many of which were purchased at a peak in the market value of the Purchased Products.

12. Despite repeated demands, Zipperer has failed to pay any of the Purchase Price.

13. According to the Terms, Zipperer's purchases are subject to late fees ("Late Fees") and interest ("Interest") that continues to accrue.

14. Zipperer also owes additional amounts for Florida sales tax ("Sales Tax") and shipping charges ("Shipping").

15. The Terms also provides for Zipperer to pay ComicLink's attorney's fees incurred in collecting this debt ("Attorney's Fees").

16. Zipperer has materially breached the Terms by failing to provide payment to ComicLink for the Purchased Products.

17. Zipperer's failure to pay the Purchase Price in accordance with the Terms constitutes a breach of contract.

18. As a direct and proximate result of Zipperer's breach of the agreement, ComicLink has suffered damages that include the Purchase Price, Late Fees, Interest, Sales Tax, Shipping, and Attorney's Fees.

THEREFORE, Plaintiff ComicLink requests that this Court enter judgment in its favor against Defendant Zipperer for breach of contract and to award it compensatory damages, interest, costs, and attorneys' fees, and award such other and further relief as this Court deems just and proper.

Dated: April 1, 2025

/s/ Daniel L. Cummings

Daniel L. Cummings Bar No. 6851  
Attorney for the Plaintiff

NORMAN, HANSON & DETROY, LLC  
P.O. Box 4600  
Portland, ME 04112-4600  
[dcummings@nhdlaw.com](mailto:dcummings@nhdlaw.com)  
(207) 774-7000